

FLEET OPERATOR AGREEMENT – Digitally Accepted By Fleet Operator

(Commercial Terms + Data Protection + Indemnities)

Version: 4 01/12/2025

This Fleet Operator Agreement (“**Agreement**”) is between:

Onboard Analytics Limited, 27 Coral Road, Cheadle, SK8 6HQ, United Kingdom
(“**Provider**”, “**we**”, “**us**”, “**our**”)

and

The entity registering for and/or using the Provider’s fleet tracking and data services
(“**Fleet Operator**”, “**you**”, “**your**”).

By accessing or using the Service, you agree to be legally bound by this Agreement.

1. DEFINITIONS

- “**Service**”: Provider’s fleet tracking platform, APIs, telematics integrations, vehicle data services, and all related features.
- “**Personal Data**”: Any identifiable information relating to drivers, employees, operators, or other natural persons, including GPS data, telematics data, VIN-linked data, or system usage logs.
- “**Vehicle Data**”: All data collected from vehicles, including telematics, GPS, diagnostics, usage, configuration, and settings data.
- “**DPA**”: Regulation (EU) 2016/679 (GDPR), UK GDPR, and Data Protection Act 2018.
- “**Fleet Operator**”: You, acting as the **Data Controller** for all Vehicle Data.
- “**Provider**”: Us, acting as **Data Processor** on your documented instructions.

2. ROLE OF THE PARTIES

2.1 You are the Data Controller

You determine the purposes and legal bases for all processing of Vehicle Data and Personal Data.

2.2 Provider as Data Processor

The Parties acknowledge and agree that, in relation to all Personal Data and Vehicle Data processed through the Services, the Fleet Operator acts as the Data Controller and the Provider acts solely as the Data Processor, as those terms are defined under the UK GDPR and EU GDPR. The Provider shall process Personal Data and Vehicle Data only on the documented instructions of the Fleet Operator, except where processing is required by applicable law, in which case the Provider shall inform the Fleet Operator of that legal requirement prior to processing, unless the law prohibits such notification on important public interest grounds. The Provider shall not

determine the purposes or means of the processing and shall not process Personal Data or Vehicle Data for its own purposes.

2.3 Fleet Operator Responsibility for GDPR Compliance

The Fleet Operator acknowledges and agrees that it bears sole and exclusive responsibility for ensuring that all processing of Personal Data and Vehicle Data carried out through the Services complies fully with the UK GDPR, EU GDPR and all applicable data protection and privacy laws. This responsibility includes, without limitation:

- a. **Lawful Basis for Processing:** Ensuring that a valid lawful basis under Article 6 GDPR (and where applicable, Article 5(3) of the ePrivacy Directive) exists for collecting, accessing, transmitting, and processing all Vehicle Data and Personal Data, including GPS location data and driver-related information.
- b. **Transparency and Driver Notices:** Providing all required information to drivers and any other relevant data subjects in accordance with GDPR Articles 12, 13, and 14, including clear information regarding the nature of tracking activities, the categories of data processed, the purposes of processing, retention periods, and the rights of data subjects.
- c. **Data Subject Rights:** Managing and responding to all data subject requests under GDPR Chapter III, including but not limited to rights of access, rectification, erasure, restriction, objection, and portability. The Fleet Operator accepts that it is solely responsible for the fulfilment of these obligations and shall not rely on the Provider to meet such compliance duties.
- d. **Lawfulness of Data Transfer:** Ensuring that the transmission of Vehicle Data and Personal Data to the Provider, and to any third-party OEM data suppliers engaged by or on behalf of the Provider, is lawful and properly authorised, and that all necessary consents, permissions, notices, or other legal prerequisites have been satisfied.

The Fleet Operator shall indemnify and hold the Provider harmless against any and all claims, fines, penalties, losses, or liabilities arising from or relating to the Fleet Operator's failure to comply with its obligations under this Clause 2.3 or under applicable data protection legislation.

3. PERMITTED USE OF VEHICLE DATA

3.1 Purpose Limitation

The Fleet Operator acknowledges and agrees that all Vehicle Data and Personal Data made available through the Services shall be used **solely and strictly** for the limited and specific purposes for which such data is provided. The Fleet Operator shall use Vehicle Data only for the following legitimate business purposes:

- a. **Fleet management**, including vehicle utilisation, routing, performance monitoring, and operational oversight;
- b. **Safety and vehicle operations**, including driver safety initiatives, vehicle diagnostics, and monitoring of operational events;
- c. **Vehicle maintenance**, including scheduling, diagnostics, warranty, and repair-related

activities;

- d. **Regulatory or legal compliance**, including evidential or audit obligations required by applicable laws or competent authorities;
- e. **Insurance and risk management**, to the extent that the Fleet Operator has established a valid lawful basis for such processing and such processing complies with applicable data protection legislation.

For the avoidance of doubt, the Fleet Operator shall not process Vehicle Data or Personal Data for any purpose inconsistent with the above or with the principles of purpose limitation and data minimisation under Article 5 GDPR.

3.2 Prohibited Uses

The Fleet Operator shall **not**, under any circumstances, engage in any of the following activities:

- a. **Selling, licensing, distributing, sublicensing, renting, or otherwise commercially exploiting Vehicle Data or Personal Data**, whether aggregated, anonymised, or raw;
- b. **Using Vehicle Data or Personal Data for marketing, customer profiling, behavioural analytics, or any analytical purpose not directly related to the fleet management activities** identified in Clause 3.1;
- c. **Using Vehicle Data or Personal Data for monitoring, surveillance, or disciplinary action against employees or drivers** beyond what is expressly permitted under applicable employment, privacy, and data protection laws, or in any manner that would be considered covert, excessive, or disproportionate;
- d. **Combining Vehicle Data or Personal Data with other datasets**, including third-party datasets, in any manner that alters the original purpose of processing, expands the scope of processing beyond the purposes set out in Clause 3.1, or introduces additional risks to data subjects;
- e. **Repurposing, modifying, enriching, analysing, or otherwise processing Vehicle Data or Personal Data for any purpose other than those expressly permitted in Clause 3.1**, including but not limited to product development, research, algorithm training, commercial exploitation, or any unrelated business activity.

Any use of Vehicle Data or Personal Data that is inconsistent with this Clause 3 constitutes a **material breach** of this Agreement and may result in immediate suspension or termination of the Services without notice, without prejudice to any other rights or remedies available to the Provider.

- **4. OBLIGATIONS OF THE FLEET OPERATOR**

- The Fleet Operator hereby undertakes, represents, and warrants that it shall comply with all obligations set out in this Clause 4. Failure to comply with any requirement in this Clause shall constitute a **material breach** of this Agreement.

- **4.1 Lawful Basis for Processing**

- The Fleet Operator confirms and warrants that it has established and shall maintain at all times a valid **lawful basis** under Article 6 GDPR and, where applicable, Article 5(3) of the ePrivacy Directive, for the collection, transmission, and processing of all Personal Data and Vehicle Data processed through the Services. This includes, without limitation, the processing of employee and driver data for tracking, monitoring, and fleet management activities where such processing is required or permitted by applicable law.

- **4.2 Transparency and Notification Obligations**

- The Fleet Operator shall provide all drivers and any other relevant data subjects with clear, comprehensive, and compliant privacy information in accordance with **Articles 12, 13, and 14 GDPR**. Such notification shall, at a minimum, specify:
 - a. that vehicles are equipped with tracking and telematics functionality;
 - b. the categories and types of Vehicle Data and Personal Data that will be collected and processed;
 - c. the purposes for which such data is processed;
 - d. the lawful basis relied upon for the processing;
 - e. the applicable retention periods or the criteria used to determine those periods; and
 - f. the identity and contact details of the Fleet Operator as the **Data Controller**, including its Data Protection Officer (if applicable).
- The Fleet Operator shall maintain appropriate documentation evidencing that all required notices have been provided.

- **4.3 Authority to Transmit Data**

- The Fleet Operator represents and warrants that it is fully authorised to transmit Vehicle Data and Personal Data to the Provider and to any OEM or third-party data sources integrated into the Services. The Fleet Operator confirms that all necessary permissions, consents (where applicable), contractual rights, or other legal prerequisites for such transmission have been obtained and shall remain valid for the duration of this Agreement.

- **4.4 Data Accuracy, Minimisation, and Retention**

- The Fleet Operator shall ensure that all Personal Data and Vehicle Data supplied or generated through the Services is accurate and up to date, and shall take all reasonable steps to rectify inaccurate data without delay. The Fleet Operator shall comply with the principles of **data minimisation** and **storage limitation** under Article 5 GDPR and shall:
 - a. define its own retention periods for each category of data processed; and
 - b. delete or anonymise Personal Data when it is no longer required for the purposes for which it was collected or when required to do so under applicable law.

- **4.5 Access Control and Internal Security**

- The Fleet Operator shall implement and maintain strict access control measures to ensure that only duly authorised personnel may access the Provider's dashboard, APIs, exports, or any processed Vehicle Data or Personal Data. The Fleet Operator shall promptly remove access for any employee, contractor, or third party who no longer requires such access or whose relationship with the Fleet Operator has ended. The Fleet Operator is solely responsible for the confidentiality and security of its login credentials.

- **4.6 Data Subject Rights**

- The Fleet Operator shall be solely responsible for managing and responding to all requests from data subjects under **Chapter III GDPR**, including but not limited to rights of:
 - a. access,
 - b. rectification,
 - c. erasure,
 - d. restriction of processing, and
 - e. objection.
- The Provider shall, where technically feasible and reasonably practicable, provide assistance to the Fleet Operator in fulfilling such requests; however, the Provider shall not be responsible for the Fleet Operator's legal obligations to respond to data subjects.

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- **4.7 Breach Notification**
 - The Fleet Operator shall notify the Provider **immediately and without undue delay** upon becoming aware of any actual or suspected Personal Data breach or security incident affecting Personal Data or Vehicle Data processed through the Services. Such notification must occur **before** the Fleet Operator notifies any:
 - a. supervisory authority; or
 - b. affected data subjects.
 - The Fleet Operator shall provide all information reasonably required by the Provider to assess, investigate, and respond to the breach.

5. OBLIGATIONS OF THE PROVIDER AS DATA PROCESSOR

The Parties acknowledge that, in connection with the provision of the Services, the Provider processes Personal Data and Vehicle Data on behalf of the Fleet Operator, who acts as the Data Controller. Accordingly, the Provider shall comply with the obligations set out in this Clause 5.

5.1 Processing on Documented Instructions

The Provider shall process Personal Data and Vehicle Data **solely on the documented instructions of the Fleet Operator**, unless otherwise required to do so by applicable law. In such circumstances, the Provider shall, where legally permitted, inform the Fleet Operator prior to undertaking the processing. The Provider shall not process Personal Data or Vehicle Data for any purpose other than as necessary to provide the Services pursuant to this Agreement.

5.2 Technical and Organisational Measures

The Provider shall implement and maintain **appropriate technical and organisational measures** ("TOMs") designed to ensure a level of security appropriate to the risks presented by the processing of Personal Data and Vehicle Data, including measures relating to confidentiality, integrity, availability, resilience, access controls, encryption, data minimisation, and data breach detection. Such measures shall take into account the nature of processing, industry standards, and the requirements of Articles 28, 29, and 32 GDPR.

5.3 Assistance with Data Subject Rights

Taking into account the nature of the processing and the information and tools available to the Provider, the Provider shall provide **reasonable assistance** to the Fleet Operator, where technically and operationally feasible, in fulfilling the Fleet Operator's obligations to respond to requests from data subjects made under Chapter III of the GDPR. The Provider shall not be responsible for responding directly to data subjects unless specifically instructed by the Fleet Operator or required by applicable law.

5.4 Confidentiality

The Provider shall ensure that all personnel, contractors, and authorised sub processors who have access to Personal Data or Vehicle Data are bound by legally enforceable confidentiality obligations, whether contractual or statutory, and shall ensure that such obligations remain effective following the termination of their engagement. The Provider shall restrict access to only those individuals who require such access for the performance of their duties.

5.5 Notification of Data Breaches

The Provider shall notify the Fleet Operator **without undue delay** upon becoming aware of any Personal Data breach affecting Personal Data or Vehicle Data processed on behalf of the Fleet Operator. Such notification shall include all information reasonably available to the Provider that is necessary to enable the Fleet Operator to comply with its own legal obligations under Articles 33 and 34 GDPR.

5.6 OEM and Third-Party Processor Agreements

Where Vehicle Data is supplied via third-party OEMs or other data sources, the Provider shall maintain and comply with all applicable data processing agreements required by such OEMs. The Provider shall ensure that all sub processors engaged for the performance of the Services are bound by written agreements imposing data protection obligations equivalent to those set out in this Agreement and in Article 28 GDPR.

5.7 Restrictions on the Provider's Role

The Provider expressly agrees that it shall **not**:

- a. act as a **joint controller** with the Fleet Operator for any processing of Personal Data or Vehicle Data;
- b. determine the purposes or means of the processing of Personal Data or Vehicle Data;
- c. use, access, analyse, retain, disclose, modify, or process Personal Data or Vehicle Data for

any purpose **other than** the provision, maintenance, and support of the Services, or as otherwise expressly instructed by the Fleet Operator;

d. combine Vehicle Data or Personal Data with Provider datasets for the Provider's own business purposes, analytics, product development, or any unrelated activity.

6. SERVICE LIMITATIONS

The Fleet Operator acknowledges and agrees that the Service is dependent on multiple external technical factors and third-party systems that are not within the Provider's control. Accordingly, the following limitations shall apply.

6.1 No Guarantee of Tracking Availability

The Fleet Operator expressly acknowledges that the availability, frequency, completeness, and reliability of Vehicle Data are inherently dependent on factors outside the Provider's control, including:

- a. the availability, performance, and uptime of the relevant **OEM systems and backend services**;
- b. **network coverage**, including mobile, satellite, or wireless connectivity required for data transmission;
- c. the **capabilities, configuration, and operational status of vehicle hardware**, including telematics units, sensors, batteries, SIM cards, and firmware;
- d. **environmental or physical conditions** that may interfere with the acquisition or transmission of Vehicle Data, including buildings, weather conditions, terrain, or electromagnetic interference.

The Provider makes **no warranty or representation**, express or implied, that Vehicle Data will be available at all times or under all conditions.

6.2 No Guarantee That All Vehicles Will Be Trackable

The Fleet Operator acknowledges that certain vehicles may not produce, transmit, or support the data required for tracking or telematics processing, whether due to technical limitations, hardware faults, OEM restrictions, connectivity issues, or other causes.

Accordingly, the Provider does **not** guarantee that Vehicle Data or tracking outputs will be:

- a. accurate,
- b. complete,
- c. continuous,
- d. uninterrupted, or
- e. free from omissions, latency, or loss.

Any such inaccuracies or omissions shall not constitute a breach of this Agreement, and the Provider shall have no liability arising from or relating to such limitations.

6.3 Dependence on OEM and Third-Party Systems

The Fleet Operator acknowledges that the Service relies on data supplied by **OEM systems and third-party telematics infrastructures**. The Provider has no control over the availability, performance, accuracy, or timeliness of data supplied by these third parties.

The Provider shall not be liable for any delay, suspension, inaccuracy, interruption, or unavailability of Vehicle Data arising from:

- a. OEM systems;
- b. third-party data supply chains;
- c. OEM backend outages or maintenance;
- d. changes in OEM technical specifications, data formats, or connectivity requirements.

Any such issues shall not give rise to any refund, credit, or claim against the Provider.

7. DATA BREACHES

7.1 Fleet Operator Responsibility for Data Breaches

The Fleet Operator acknowledges and agrees that it shall bear **sole and exclusive responsibility** for any Personal Data breach, security incident, or unlawful disclosure of Personal Data or Vehicle Data arising from or attributable to:

- a. any breach, compromise, or vulnerability within the Fleet Operator's own systems, devices, networks, user accounts, or access controls;
- b. any misuse, negligent handling, unauthorised disclosure, or improper operation of the Services by the Fleet Operator or its personnel, contractors, drivers, or authorised users;
- c. the Fleet Operator's failure to provide required transparency notices, privacy information, or communications to drivers or other data subjects in accordance with GDPR Articles 12–14;
- d. any unlawful, excessive, disproportionate, or otherwise non-compliant processing activity carried out by the Fleet Operator as Data Controller.

Where a Personal Data breach falls within any of the categories listed above, the Fleet Operator shall be solely responsible for:

- i. assessing the breach;
- ii. notifying competent supervisory authorities in accordance with Articles 33 and 34 GDPR;
- iii. notifying affected data subjects where required; and
- iv. fulfilling all legal, regulatory, contractual, and organisational obligations arising from the breach.

Such breaches shall not constitute a breach of this Agreement by the Provider.

7.2 Provider Responsibility for Data Breaches

Where the Provider becomes aware of a Personal Data breach affecting Personal Data or Vehicle Data **originating from or caused by the Provider's own systems, infrastructure, or personnel**, the Provider shall:

- a. notify the Fleet Operator **without undue delay** after becoming aware of the breach;
- b. provide the Fleet Operator with all information reasonably available to the Provider that is necessary for the Fleet Operator to meet its own obligations under Articles 33 and 34 GDPR; and
- c. provide reasonable cooperation and assistance, taking into account the nature of the processing and the information available to the Provider.

For the avoidance of doubt, the Provider's obligations under this Clause 7.2 are limited to breaches arising directly from the Provider's systems or actions, and do not extend to incidents attributable to OEM systems, third-party networks, vehicle hardware, or any of the scenarios described in Clause 7.1.

8. INDEMNITIES AND LIMITATION OF LIABILITY

8.1 Indemnity by the Fleet Operator

The Fleet Operator shall **indemnify, defend, and hold the Provider harmless on first written demand** against any and all:

- a. claims, actions, complaints, demands, or proceedings;
- b. regulatory investigations, assessments, fines, administrative penalties, or enforcement actions;
- c. damages, losses, liabilities, costs, or expenses of any kind; and
- d. all associated legal fees, professional fees, and reasonable costs of defence, settlement, or compliance;

arising out of or in connection with:

- 1. any breach by the Fleet Operator of the GDPR, UK GDPR, or any applicable data protection or privacy legislation;
- 2. any unlawful, excessive, disproportionate, or otherwise non-compliant tracking or monitoring activities carried out by the Fleet Operator;
- 3. the Fleet Operator's failure to provide legally required notices to drivers or other data subjects in accordance with Articles 12–14 GDPR;
- 4. the absence, invalidity, inadequacy, or loss of any lawful basis relied upon by the Fleet Operator for the processing of Personal Data or Vehicle Data;
- 5. any breach by the Fleet Operator of this Agreement, including misuse or unauthorised processing of Vehicle Data or Personal Data;

6. any claim, complaint, or demand made by an OEM or third-party data supplier arising from or relating to the Fleet Operator's misuse of OEM-supplied data or breach of OEM data usage restrictions;
7. any instruction issued by the Fleet Operator to the Provider which is unlawful, non-compliant, or otherwise results in unlawful processing.

This indemnity shall apply whether the claim or loss arises directly or indirectly from the Fleet Operator's acts or omissions and shall survive termination of this Agreement.

8.2 Limitation of the Provider's Liability

To the fullest extent permitted by applicable law, the Provider's **total aggregate liability** to the Fleet Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement or the Services, **shall not exceed the total fees paid by the Fleet Operator to the Provider in the twelve (12) months immediately preceding the event giving rise to the liability.**

Under no circumstances shall the Provider be liable for any:

- a. indirect, incidental, or consequential losses;
- b. loss of profit, loss of revenue, or loss of anticipated savings;
- c. loss of business, loss of opportunity, or business interruption;
- d. loss of goodwill, reputation, or expected future revenue;
- e. special, exemplary, or punitive damages; or
- f. loss, corruption, or inaccuracy of data arising from factors outside the Provider's reasonable control, including OEM systems, connectivity, vehicle hardware, or Fleet Operator misuse.

The limitations set out in this Clause 8.2 apply regardless of the cause of action and shall survive termination of this Agreement.

9. TERM AND TERMINATION

9.1 Term

This Agreement shall commence on the Effective Date and shall continue in force **until the Fleet Operator's account is closed** or the Agreement is otherwise terminated in accordance with this Clause 9. Termination of the Fleet Operator's account shall constitute termination of this Agreement.

9.2 Termination for Breach

The Provider may, in its sole discretion and **with immediate effect and without liability**, suspend the Services or terminate this Agreement (in whole or in part) by written notice to the Fleet Operator if:

- a. the Fleet Operator commits any breach of the GDPR, UK GDPR, or any applicable data protection or privacy legislation;
- b. the Fleet Operator engages in any unlawful, excessive, disproportionate, or non-compliant tracking or monitoring of drivers or other data subjects;
- c. any OEM, requires the Provider to suspend or terminate the provision of Vehicle Data to the Fleet Operator, or otherwise requires termination of this Agreement;
- d. the Fleet Operator breaches the **Permitted Use** restrictions set out in Clause 3 of this Agreement; or
- e. the Fleet Operator commits any material breach of this Agreement, or repeatedly breaches any of its obligations whether or not such breaches are individually material.

Such termination shall be without prejudice to any rights, remedies, indemnities, or claims that accrued prior to termination.

9.3 Post-Termination Obligations

Upon termination or expiry of this Agreement for any reason, the Fleet Operator shall:

- a. **immediately cease all access to and processing of Vehicle Data and Personal Data** made available through the Services;
- b. **delete all Vehicle Data and Personal Data** obtained through or generated by the Services, unless and only to the extent retention is expressly required under applicable law;
- c. refrain from using, storing, copying, or disclosing any Vehicle Data or Personal Data following termination; and
- d. **provide the Provider with written certification**, signed by an authorised representative, confirming that all required deletion has been completed and that no copies (whether in backup, archive, or otherwise) are retained, except where retention is legally mandated.

The obligations in this Clause 9.3 shall survive termination of the Agreement for as long as the Fleet Operator retains any Vehicle Data or Personal Data, lawfully or otherwise.

10. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) shall be **governed by and construed in accordance with the laws of England and Wales**.

The Parties irrevocably agree that the **courts of England and Wales shall have exclusive jurisdiction** to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter, or its formation.

11. ACCEPTANCE AND AUTHORITY

By creating an account, accessing, or using the Services, the Fleet Operator acknowledges and agrees that:

- a. it acts as the **Data Controller** for all Personal Data and Vehicle Data processed through the Services;
- b. it has established a **valid lawful basis** under applicable data protection legislation for all tracking and processing activities carried out using the Services;
- c. it shall comply fully and at all times with the GDPR, UK GDPR, and all applicable data protection and privacy laws;
- d. it has provided all required transparency notices and information to drivers and any other relevant data subjects in accordance with Articles 12–14 GDPR;
- e. it shall indemnify the Provider against all claims, penalties, losses, and liabilities arising from the Fleet Operator's non-compliance with this Agreement or applicable law;
- f. it acknowledges and accepts that the availability, accuracy, continuity, and completeness of vehicle tracking data are **not guaranteed**; and
- g. it accepts and agrees to be bound by all terms, obligations, and conditions set out in this Agreement.

Use of the Services constitutes a legally binding acceptance of this Agreement by the Fleet Operator and its